

**REAL ESTATE PURCHASE AND SALE AGREEMENT BY AND BETWEEN
WEBER COUNTY AND WEBER HOUSING AUTHORITY**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into on the _____ day of September, 2019, by and between Weber County, a body politic, corporate and political subdivision of the State of Utah (hereinafter "County") and Weber Housing Authority, with its principal address located at 237 26th Street #E220 (hereinafter "Buyer").

RECITALS

WHEREAS, according to the official records of the Recorder of Weber County, State of Utah, County owns certain real property more fully described in this Agreement; and

WHEREAS, County declared such property as surplus to its needs on August 20, 2019; and

WHEREAS, Buyer approached County about purchasing the property; and

WHEREAS, Buyer desires to purchase such property on the terms and conditions more particularly set forth herein;

NOW, THEREFORE, it is hereby acknowledged and agreed by and between the parties hereto as follows:

**SECTION ONE
DESCRIPTION OF PROPERTY**

The real property which is the subject of this agreement is described as follows:

Land Serial Numbers: 04-042-0070, 04-051-0001, and 05-119-0016

04-042-0070

PART OF LOTS 12 AND 35, BLOCK 10, SOUTH OGDEN SURVEY, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT ON THE WEST SIDE OF LINCOLN AVENUE; SAID POINT BEING 122 FEET EAST AND 597 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 35; RUNNING THENCE SOUTH 36 FEET ALONG THE WEST SIDE OF LINCOLN AVENUE; THENCE WEST 132 FEET; THENCE NORTH 36 FEET; THENCE EAST 132 FEET TO THE PLACE OF BEGINNING.

05-119-0016

PART OF LOTS 33 AND 34, BLOCK 2, FRANKLIN PLACE, OGDEN CITY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 34; RUNNING THENCE NORTH 80 FEET; THENCE WEST 50 FEET TO THE WEST LINE OF SAID LOT 33; THENCE SOUTH 80 FEET; THENCE EAST 50 FEET TO THE PLACE OF BEGINNING.

04-051-0001

ALL OF LOTS 15 AND 16, BLOCK 1, SOUTH PARK ADDITION, OGDEN CITY, WEBER COUNTY, UTAH.

**SECTION TWO
PURCHASE PRICE AND TERMS**

The purchase price for the above described property is forty-five thousand dollars (\$45,000) which is \$15,000 for each parcel. The County shall convey the real property to Buyer by Quit Claim Deed upon receipt of the full purchase price.

**SECTION THREE
INDEMNIFICATION**

Buyer agrees to defend, indemnify and hold harmless County, its officers, agents and employees for and against any claims or suits that arise as a result of this purchase and sale transaction.

**SECTION FOUR
NO WARRANTIES**

The County does not warrant or guarantee that the property is free from easements, covenants, mortgages, liens, or other encumbrances, nor does the County make any other covenants or warranties concerning the property.

**SECTION FIVE
GOVERNING LAW**

The laws of the State of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement.

**SECTION SIX
ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to the subject matter hereof, and no other statement, whether written or oral, shall be deemed a part of this Agreement unless specifically incorporated herein by reference. This Agreement supersedes any and all other agreements, negotiations, or understandings between the parties.

IN WITNESS WHEREOF the undersigned have affixed their respective signatures hereto on the dates indicated below.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Scott K. Jenkins, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Jenkins voted _____

ATTEST:

Date: _____

Ricky D. Hatch, CPA
Weber County Clerk/Auditor

BUYER:

Weber Housing Authority

 _____
Andi Beadles
Authorized Representative

Subscribed and sworn to before me, Ronna Tidwell,
this 3 day of September, 2019.

Ronna Tidwell
Notary Public

